LAW ENGINEERING

PROPOSAL ACCEPTANCE SHEET

Description of Services: Indoor Air Quality Evaluations
Project Name: IAQ Building Study
Project Location: Various
Proposal No. and Date: 55693126 (10/19/93)
Branch Designation: Atlanta

FOR PAYMENT OF CHARGES:

Charge Invoice to the Account of:

Firm _____

Address _____

_____ Zip Code _____ Phone Number _____

Attention: _____ Title _____

FOR APPROVAL OF CHARGES:

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where to mail the invoice in the space below.

Firm _____

Address _____

_____ Zip Code _____ Phone Number _____

Attention: _____ Title _____

PROPERTY OWNER IDENTIFICATION (If Other than Above):

Name _____

Address _____

_____ Zip Code _____ Phone Number _____

Attention: _____ Title _____

SPECIAL INSTRUCTIONS: _____

PAYMENT TERMS: Net Cash upon receipt of invoice. A late payment charge of 18% per annum or the maximum amount allowed by law may be added in the event payment is not made within 30 days after invoice date.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the reverse hereof are:

Accepted this _____ day of _____, 19_____.

_____

Print or type individual, firm or corporate body name

_____

Signature of authorized representative

_____

Print or type name of authorized representative and title

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FORM 97 PAS 9/90

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TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Law Engineering is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal.

2. **PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at the prevailing legal rate, including reasonable attorney's fees, if collected through an attorney. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

Either party may terminate this Agreement without cause upon 30 days written notice to the other party. In the event Client requests termination prior to completion, Client agrees to pay Law Engineering for all costs incurred plus reasonable charges associated with termination of the work.

3. **STANDARD OF CARE.** Law Engineering will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4. **INSURANCE.** Law Engineering maintains insurance coverage as follows:

(a) Worker's Compensation Insurance - statutory.

(b) Employer's Liability Insurance - $1,000,000.

( ) Comprehensive General Liability Insurance - $1,000,000/$2,000,000.

( ) Automobile Liability Insurance - $1,000,000/$2,000,000.

5. **PROFESSIONAL LIABILITY.** Client agrees that Law Engineering's liability to Client or any third party due to any negligent professional acts, errors or omissions or breach of contract will be limited to an aggregate of $50,000 or our total fee, whichever is greater. If Client prefers to have higher limits of professional liability, we agree to increase the limit up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal, providing that Client agrees to pay an additional consideration of ten percent of our total fee, or $500, whichever is greater. The additional charge for the higher liability limit is because of the increased risk assumed by us and is not a charge for additional professional liability insurance.

6. **FIELD OPERATIONS.** Client will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

Law Engineering's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of such designated location. Our field personnel will avoid hazards or utilities which are visible to them at the site. If we are advised or given data in writing that reveal the presence or potential presence of underground or overground obstructions, such as utilities, we will give special instructions to our field personnel. Law Engineering is not responsible for any damage or losses due to undisclosed or unknown surface or subsurface conditions, owned by Client or third parties. Except as a result of our sole negligence, Client agrees to indemnify us from any such claims, suits or losses, including reasonable attorney's fees, resulting therefrom.

We will take reasonable precautions to minimize damage to the property caused by our operations. Our fee does not include any cost of restoration due to any damage which may result. If Client desires us to repair such damage, we will comply and add the cost to our fees.

Field tests or boring locations described in our report or shown on sketches are based on specific information furnished by others or estimates made in the field by our personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in our proposal or report.

7. **FIELD REPRESENTATIVE.** The presence of our field personnel, either full-time or part-time, will be for the purpose of providing observation and field testing of specific aspects of the project as authorized by Client. Should a contractor, not retained by us, be involved in the project, Client will advise contractor that our services do not include supervision or direction of the actual work of the contractor, his employees or agents. Client will also inform contractor that the presence of our field representative or observation or testing by us will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (other than a subcontractor to Law) is involved in the project, Client agrees that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the jobsite, including safety of all persons and property during performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. It is agreed that we will not be responsible for job or site safety on the project and that we do not have the duty or right to stop the work of the contractor.

8. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with Client, but will act based on our sole judgment where risk to our personnel is involved. Possible actions could include:

( ) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practicable in our sole judgment;

( ) Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;

( ) Terminate the services effective on the date specified by us in writing.

9. **SAMPLE DISPOSAL.** Test specimens or samples generally are consumed or substantially altered during testing and are disposed of immediately upon completion of tests. Drilling samples and other specimens are disposed of 30 days after submission of our report.

( ) **NON-HAZARDOUS SAMPLES.** At Client's written request, we will retain preservable test specimens or the residue therefrom for 30 days after submission of our report free of storage charges. After the initial 30 days and upon written request, we will retain test specimens or samples for a mutually acceptable storage charge and period of time. Client agrees that we are not responsible or liable for any loss of test specimens or samples retained in storage.

( ) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES.** In the event that samples contain hazardous constituents, we will return such samples to Client, or using a manifest signed by Client as generator, we will have such samples transported to a location selected by Client for final disposal. Client agrees to pay all costs associated with the storage, transport, and disposal of samples. Client recognizes and agrees that we are acting as a bailee and at no time assume title to said materials.

10. **CLIENT DISCLOSURE.** Client agrees to advise us upon execution of this Agreement of any hazardous substances or any condition, known or that should be known by Client, existing in, on, or near the site that is a potential danger to human health, the environment, or equipment. Client agrees to provide continuing information as it becomes available to the Client in the future. By virtue of entering into this Agreement and providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

11. **ENVIRONMENTAL INDEMNITY.** In connection with toxic or hazardous substances or constituents, Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify Law Engineering and its employees against any and all claims and liabilities, unless caused by our sole negligence or willful acts, resulting from:

(a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the disposal of toxic or hazardous substances or constituents;

(b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;

( ) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein;

( ) Allegations that Law Engineering is a handler, generator, operator, treator or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law.

If a third party brings suit or claim for damages against us alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement, Client agrees to the maximum extent permitted by law to defend us and pay on our behalf any judgment resulting against us, including interest thereon, unless such damages are caused by our sole negligence.

12. **EQUIPMENT CONTAMINATION.** We will endeavor to clean our laboratory and field equipment which may become contaminated in the conduct of our services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazardous materials encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples and to charge Client as described above. Client agrees to pay the fair market value of any such equipment.

13. **DOCUMENTS.** Law Engineering will furnish to Client the agreed upon number of reports and supporting documents. These instruments of service are furnished for Client's use in connection with the project or work provided for in this Agreement. For any other purposes, all documents generated by us under this Agreement, shall remain the sole property of Law Engineering.

Client desires to provide our report to a third party, we will agree provided Client obtains written acceptance from the third party to be bound by these terms and conditions.

Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that documents produced by Law Engineering pursuant to this Agreement will not be used at any location or for any project not expressly provided for in this Agreement without our written approval.

Client shall furnish documents or information reasonably within Client's control and deemed necessary by us for proper performance of our services. We may rely upon Client-provided documents in performing the services required under this Agreement; however we assume no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client.

( ) Documents we furnish to Client are intended for Client's exclusive reliance and internal use and not for advertising or other type of general distribution or publication. Client agrees to obtain our written permission for any such occasion. Any unauthorized use or distribution shall be at Client's sole risk and without liability to Law Engineering.

14. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant fails to prevail, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than any sum offered to resolve the matter prior to the commencement of trial.

15. **CONFIDENTIALITY.** Law Engineering will maintain as confidential any documents or information provided by Client indicated to be confidential and will not release, distribute or publish to any third party without permission from Client unless compelled by order of a court or regulatory body of competent jurisdiction.

16. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.

17. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Law Engineering shall survive the completion of services and the termination of this Agreement.

18. **INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both the parties.

19. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Georgia.

Purposes only if toxic or hazardous substances or constituents are involved or encountered.

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